PRACTICE—PARTIES—PROCEEDING IN ABSENCE OF REPRESENTATIVE OF A DECEASED PERSON—ORD. XVI., R. 46 (ONT. RULES, 310, 311).

In re Richerson, Scales v. *Heyhoe*, (1893) 3 Ch. 146, shows that when the court pronounces judgment construing a will in the absence of the representative of a deceased person, who was a necessary party, without making any order expressly dispensing with the presence of such representative or appointing some one to represent him for the purpose of the action as provided by Ord. xvi., r. 46 (Ont. Rules 310, 311), the absent person is not bound by the judgment pronounced, and is at liberty to dispute the correctness of the construction thereby placed upon the will. The mere fact that the court has pronounced judgment in the absence of a person interested indicates no intention that the other parties shall represent such absentee so as to bind him.

BAILMENT—DEPOSIT OF MONEY—DEMAND AND REFUSAL—STATUTE OF LIMITATIONS (21 JAC. I., C. 16), S. 3.

In re Tidd, Tidd v. *Overell*, (1893) 3 Ch. 154, is a case in which it became necessary to decide from what time the Statute of Limitations (21 Jac. 1, c. 16) would begin to run in the case of a claim to recover money which had been deposited by the plaintiff's testator with the defendant for safe custody, though it was contemplated that the bailee might use the money in his business; and North, J., held that the law of England on this point was the same as the civil law as laid down by *Pothier*, viz., that as the right of action to recover money so deposited would not accrue until after a demand of and a refusal to refund, so the Statute of Limitations did not begin to run until there had been a demand and a refusal to refund, and therefore though the deposit had been made in 1875 the action was held to be in time.

COVENANT—"BUILDING"—BOARDING—BREACH OF COVENANT—INJUNCTION.

Foster v. *Fraser*, (1893) 3 Ch. 158, was an action to restrain the breach of a covenant which, among other things, provided that "any building" erected by the defendants on the property therein referred to should have "a stuccoed or cemented front and a slated roof." The defendant had erected on the land in question a boarding for advertisements, and it was claimed by the plaintiff that this was "a building" within the meaning of the covenant; but Kekewich, J., was of opinion that the boarding was not a building within the meaning of the covenant, and he dismissed the action.